Professional Services

Support Services Program
For End Users

Acme Packet, Inc. Support Services
580-1000-50

1 Overview

Acme Packet's Support Services Program is designed to deliver comprehensive support to our End Users through every stage of deployment, from design and planning to ongoing support.

1.1 Introduction

Acme Packet offers the following Support Plans:

Acme Packet's **Basic Warranty Service** is included with each Acme Packet covered product purchase and includes 12 months of equipment and 90 days of Licensed Software coverage. This plan is designed to deliver a basic level of software and Equipment support and informational services, including:

- Basic telephone support (9 am – 5 pm EST, Monday through Friday)
- Basic Web-based informational services
- Licensed software defect fixes for current release
- 30-day return and repair RMA service

With Acme Packet's **Standard Support Plan**, End Users extend the term of the Licensed Software coverage to one (1) year. *The Standard Support Plan is only available for the first year of service.*

The **Enhanced Support Plan,** also referred to as the **Net-Net Blue Support Plan,** further increases the level of service, with the following additional services:

- 24x7x365 technical support
- Licensed software defect fixes on the current release and one release back during the release life cycle of 30 months per major release
- Licensed software subscription service for releases
- Five (5) day advanced RMA hardware replacement

The **Premium Support Plan**, also referred to as the **Net-Net Gold Support Plan,** adds the following services:

- Twenty-four (24) hour advanced RMA hardware replacement

The **Net-Net White Support Plan** applies to the Net-Net OS-E software-only product and includes the following services:

- 24x7x365 technical support
- Licensed software defect fixes on the current release and one release back during the release life cycle of 30 months per major release
- Licensed software subscription service for releases

1.2 Definitions

The defined terms used in this Plan have the meanings set forth below.

Agreement – the Acme Packet End User Agreement or other license agreement between Acme Packet and End User.

Covered Products – the Licensed Software and Equipment. A Covered Product ceases to be a Covered Product when the Agreement is amended to exclude such a Covered Product, or if End User fails to pay support fees or subscribe to or renew a Support Plan.

Defect or **Defective** – any instance where Licensed Software or Equipment does not substantially perform in accordance with its applicable specifications. Defect severity levels are described in Section 5 of this document.

Fix – a change in Licensed Software, Equipment or documented procedures which removes a Defect.

Licensed Software – the Acme Packet Software and Third Party Software licensed to End User under the Agreement.

Maintenance Release – a Maintenance Release may be offered within a software release lifecycle and will contain adaptations, omissions and defect fixes. Each new Maintenance Release supersedes the previous version as the de-facto GA version of the major or minor release. Maintenance Releases are designated with an "M", i.e. C610M1.

Major Release – a new version of the Licensed Software that involves major feature changes. Major Releases are designated in the ones and tens digits of the release designation. For example, C610 and C700 are Major Releases.

Net-Net System – one of Acme Packet's Net-Net family of Covered Products or others as specified in the Agreement.

Patch Release – a version of the Licensed Software that includes defect fixes for a Major or Maintenance release. Patch releases are designated with a "p" number in the release name. For example, C610p1 is the first patched release of C610. Also, C610M2p2 is the second patched release of the C610M2 Maintenance Release.

Support Plan – one of Acme Packet's Standard, Enhanced/Net-Net Blue, Premium/Net-Net Gold, or Net-Net White Support Plans described within the Support Services Program document.

Term – the initial Support Plan term and any renewal terms, as provided in Section 4, in respect of which all support fees shall have been paid.

Workaround – a method by which a user of the Licensed Software and Equipment can, by making a limited number of procedural or configuration changes, prevent the occurrence or re-occurrence of a problem or Defect.

Any capitalized terms not defined in this Plan will have the meanings set forth in the Agreement. If there is any conflict between the terms of this Plan and the Agreement, the Agreement shall control.

2 Services Descriptions

This section contains descriptions of the services offered by Acme Packet. See Section 6 for the Support Plan summaries.

2.1 Information Services

2.1.1 General

The following information services are made available to Acme Packet End Users who subscribe to a Support Plan. These services are intended to provide our End Users access to information as it becomes generally available to all End Users over several media types (e-mail, Web access, training sessions, etc.).

2.1.2 Web Features

Informational services are provided via Acme Packet's Support Services Web site to all End Users who subscribe to a Support Plan.

Product Documentation

Acme Packet product manuals, including Administration & Configuration, Hardware Installation, and Maintenance & Troubleshooting guides, can be downloaded from Acme Packet's Support Services Web site by subscribing End Users.

Field Notices

Field Notices are periodically published to communicate warnings or workarounds to Defects that may be applicable to the Acme Packet software and/or hardware running in the End User's network. Field Notices are emailed to subscribing End Users and are published on Acme Packet's Support Services Web site for download by subscribing End Users.

Technical Support Bulletins

Technical Support bulletins are periodically published to communicate updates to the Support Services Web site and other non-critical information pertaining to the supportability of the Net-Net products.

Trouble Ticket Acknowledgement

New trouble tickets are acknowledged as they are opened by End Users in the ticketing database on the Support Services Web site. An e-mail will be sent to the ticket submitter and will include, at a minimum, the description of the request and the ticket number. E-mail notifications will also be sent to the ticket submitter when the status of the ticket is changed and when notes are added to the ticket.

Return Material Authorization Acknowledgement

Return Material Authorizations (RMA) are acknowledged to submitting End Users as they are opened in the ticketing database. Upon confirmation of a hardware fault that requires repair and/or replacement, an e-mail will be sent to the End User and will include the RMA number and additional pertinent information.

Online Helpdesk: Web Submit / Query Trouble Tickets

Trouble tickets can be opened through the Acme Packet Support Services Web site to report problems with the Net-Net system and to request information. Trouble tickets are used to track all support calls. This is designed to allow End Users one-stop support inquiry and submission, available 24 hours a day. Trouble ticket Web access is available to End Users who have purchased a Standard, Enhanced/Net-Net Blue, Premium/Net-Net Gold, or Net-Net White Support Plan.

2.2 Technical Support

2.2.1 General

Technical support is available to End Users in the form of telephone support, Web-based support, and optional on-site support. These support services are available to all End Users who subscribe to a Support Plan, except where otherwise indicated.

2.2.2 Telephone Support, 9am-5pm EST (Basic Warranty Service and Standard Support Plan)

The normal hours of coverage are 9:00 am to 5:00 pm Eastern Standard Time, (USA) Monday through Friday, excluding Acme Packet holidays. A list of Acme Packet holidays will be provided upon request. Technical support can be reached by calling **1-866-226-3758** within the USA or **+1-781-756-6920** internationally.

NOTE: Telephone support is not intended to replace Acme Packet's technical training courses.

2.2.3 7 x 24 hour Telephone Support (Enhanced/Net-Net Blue, Premium/Net-Net Gold, and Net-Net White Support Plans)

Technical support is available 24x7, 365 days a year for our Enhanced/Net-Net Blue, Premium/Net-Net Gold, and Net-Net White Support Plan End Users. For all critical, service-impacting problems, Technical Support can be reached by calling **1-866-226-3758** within the USA or **+1-781-756-6920** internationally.

For non-service-impacting/non-critical issues, trouble tickets can be opened through the Acme Packet Support Services Web site.

2.2.4 Critical On-site Assistance

On-site assistance is available to End Users covered under the Enhanced/Net-Net Blue or Premium/Net-Net Gold Support Plans, at no additional charge, in the event that all efforts for remote troubleshooting of a problem with in-service Covered Products were unsuccessful. The End User and Acme Packet Technical Support shall attempt to troubleshoot and repair a problem through telephone consultation and remote support. If Acme Packet and the End User are unable to collect the appropriate amount of data required to analyze and correct the Defect, then Acme Packet will, at its discretion, send qualified technical personnel to the relevant in-service site in an effort to obtain the relevant data. The End User shall make personnel available at the in-service site who have been previously trained in the Acme Packet technical training program. In the event that the cause of the Defect is determined to be unrelated to Acme Packet Equipment, the End User shall be invoiced for Acme Packet's time, materials and travel expenses.

2.2.5 Installation

On-site visits for installation, configuration and integration assistance by Acme Packet technical personnel is considered a Professional Service and will be at the End User's expense, as further described in Section 2.5. The End User will provide assistance to Acme Packet technical personnel during on-site visits.

2.3 Equipment Services

End Users experiencing Defects in covered Equipment will be issued an RMA number. Covered Equipment is tracked by serial number. The End User is responsible for shipping RMA Equipment, prepaid and properly insured, FOB Acme Packet, to Acme Packet's repair facility in Burlington, MA. Original packaging must be utilized to prevent damage. Acme Packet is responsible for shipping repaired or replacement Equipment, FOB End User, prepaid and properly insured, to the End User.

2.3.1 30 Day Equipment Repair and Shipment (Basic Warranty Service and Standard Support Plan)

Under Basic Warranty Service and the Standard Support Plan, Acme Packet's standard time to repair and ship RMA Equipment is 30 days from receipt of Equipment at Acme Packet's repair facility. If Acme Packet, in its reasonable judgment, determines that the Equipment is Defective, Acme Packet shall, if possible, repair the Equipment. At Acme Packet's option, it may choose to replace the covered Equipment with an equivalent (new or refurbished) product. If the Equipment is replaced, the returned Equipment will become the property of Acme Packet. All factory-repaired Equipment shall be tested before being returned to the End User. In the event that any returned Equipment is determined by Acme Packet not to be Defective (or that the Equipment that has been modified, altered, combined, enhanced, misused, abused or is the subject of unauthorized repair, accident, problems with electrical power, neglect, or misapplication, or is used in an application or environment or on a platform or with software or devices for which it was not designed or contemplated, or if End User has not installed corrections or enhancements made available by Acme Packet, or if the Defect is due to any act or omission of a third party), End User shall reimburse Acme Packet for all costs and expenses related to the inspection and repair, if any, and return of such Equipment to End User. Repaired or replaced Equipment will be warranted for the remainder of the warranty period or Support Plan term, as applicable, or 90 days, whichever is longer. End User shall only return Equipment to Acme Packet after receiving an RMA number from Acme Packet.

2.3.2 5-Day Advance Replacement (Enhanced/Net-Net Blue Support Plan)

Five (5) day advance replacement is available to End Users who purchase the Enhanced/Net-Net Blue Support Plan. Acme Packet will maintain an inventory of replacement parts for emergency situations requiring an advance replacement within five days. Acme Packet shall ship advance replacement (new or refurbished) Equipment within five days of receipt of notice by End User and acknowledgement by Acme Packet's TAC organization that the problem is a result of a hardware failure. Acme Packet must

receive RMA Equipment within 10 days of receipt of the replacement Equipment or End User shall be invoiced the full list price of the replacement Equipment. The RMA Equipment returned by the End User will become the property of Acme Packet.

2.3.3 24-Hour Advance Replacement (Premium/Net-Net Gold Support Plan)

Twenty-four (24) hour advance replacement is available to End Users who purchase the Premium/Net-Net Gold Support Plan. Acme Packet will maintain an inventory of replacement parts for emergency situations requiring an advance shipment within one day. Acme Packet shall ship advance replacement (new or refurbished) Equipment within 24 hours of receipt of notice by End User and acknowledgement by Acme Packet's TAC organization that the problem is a result of a hardware failure. Acme Packet must receive RMA Equipment within 10 days of receipt of the replacement Equipment or End User shall be invoiced the full list price of the replacement Equipment. The RMA Equipment returned by the End User will become the property of Acme Packet.

NOTE: Advance replacement capability is intended to replenish the End User's spares. The End User's system deployment plan should include the purchase of redundant system elements and spares. In this regard, it is recommended that End Users provide sparing levels sized to meet the service continuity objectives of the installation. System redundancy or a full spares complement should be maintained by the End User in order to maintain system availability for in-service sites. For recommended sparing levels, please contact your sales representative.

2.4 Software Updates

2.4.1 General

Acme Packet produces Major Releases, Maintenance Releases, and Patch Releases. These Licensed Software components are available to End Users as part of the following support packages.

2.4.2 Software Maintenance (Basic Warranty Service and Standard Support Plan)

Under Basic Warranty and the Standard Support Plan, Licensed Software maintenance for the current release includes Workarounds and Fixes. At Acme Packet's discretion, Fixes may take the form of Patch Releases or Maintenance Releases. A Major Release is considered current until such time as a subsequent Major Release is made generally available by Acme Packet to all of its End Users.

2.4.3 Software Maintenance and Subscription Service (Enhanced/Net-Net Blue, Premium/Net-Net Gold and Net-Net White Support Plans)

Under the Enhanced/Net-Net Blue, Premium/Net-Net Gold and Net-Net White Support Plans, Acme Packet will provide Major Releases, Maintenance Releases and Patch Releases to Licensed Software features purchased, as they become available. In addition, Licensed Software maintenance is available for the current release and the immediately previously issued Major Release, for a period of 30 months per Major release, beginning from the general availability date. This does not include additional Licensed Software modules not previously purchased by End User or new features which Acme Packet licenses separately.

2.4.4 License

End User agrees that the use of any and all Major Releases, Maintenance Releases, Patch Releases, updates, changes, improvements, revisions, data or documents furnished by Acme Packet in connection with the support services described hereunder shall be licensed under the terms of the Agreement.

2.5 Professional Services

If End User so elects**,** Acme Packet will provide professional services to End User including, without limitation, consulting services, installation services, technical education, and program management

services ("Professional Services") on terms and conditions to be set forth in a separate, written Statement of Work between the parties. Any revisions to the Licensed Software delivered by way of Professional Services shall be treated for all purposes as Licensed Software and licensed under the terms of the Agreement. The following Professional Services may be obtained from Acme Packet:

2.5.1 Consulting Services

Acme Packet offers, as a Professional Service, the following consulting services to End Users during the planning and implementation of new offerings.

Planning Consultations

- Includes an in-depth review of project objectives
- Matches specific needs with Acme Packet technologies that best address the business objectives of time, cost and reliability

Product and Service Objective Analysis

- Includes identification of best practices for Acme Packet Covered Product configuration to meet application objectives
- Includes availability, maintainability, redundancy, and sparing schemes

Network Engineering & Design

- Includes block level architecture discussion and analysis
- Includes detailed call flow analysis and in-depth review of call models and traffic analysis for network optimization and reliability
- Includes operational support system interface consultation including network management, provisioning and diagnostic interfaces

2.5.2 Installation Services

Acme Packet offers, as a Professional Service, on-site assistance to its End Users for various operational activities related to Acme Packet Equipment. On-site assistance is provided by Acme Packet technical personnel. Installation services may include:

- "Rack and stack" of Net-Net System
- Configuration of the Net-Net System to communicate with management systems and other network elements
- Confirmation of connectivity to the IP data/signaling network and management networks
- Basic testing support to validate call flows and routing rules
- Onsite and/or remote support during system integration and turn-up.
- Ongoing maintenance activities, including Licensed Software upgrades and configuration changes

2.5.3 Technical Education Services

Acme Packet offers, as a Professional Service, a Technical Education program that includes a comprehensive training curriculum, designed to ensure that Acme Packet's End User needs are addressed. Our training courses are a blend of presentation, discussion and hands-on labs. The courses are flexible and modular in nature and can be delivered at Acme Packet's corporate training sites in Burlington, MA, or Madrid, Spain, or on End User's premises. We focus on sharing knowledge and creating skills based on the process, products, tools, and methodologies required for our End Users to perform their jobs effectively and efficiently.

The benefits of onsite training include End User-specific customization achieved by replacing non-applicable modules with time spent discussing the End User's specific network topology and configuration. Our onsite training classes can accommodate up to 12 students and includes the shipment of our mobile training lab: a Net-Net Session Director, six student laptops, cables, and hubs. Additional information about the training program including course pre-requisites, course descriptions, and an online registration form for our open enrollment classes is available at www.acmepacket.com/training.

2.5.4 Program Management Services

Acme Packet offers, as a Professional Service, a Program Manager who will act as the primary point of contact for all operational activity related to the Net-Net System. Program Management services may include:

- Support and coordination of service activities and resources with a focus on accurate and timely communication
- Coordination and escalation of End User issues with all appropriate Acme Packet departments to ensure issues are prioritized appropriately and are receiving adequate attention
- Ownership of an action register for all operational-related issues on the Net-Net System that require action and follow through by either party
- Chairing regularly scheduled meetings with End User to report status updates and review action register

3 Responsibilities

3.1 End User Responsibilities

3.1.1 Tier 1 Support

It is the End User's responsibility to operate and manage its systems and to perform first tier activities ("Tier 1" activities). Tier 1 activities include monitoring, maintaining, administering and troubleshooting Defects that occur with the Acme Packet system. Acme Packet-trained End User personnel should be on site to provide Tier 1 diagnostics, maintenance and administration. On-site visits for operational support (i.e. configuration changes, physical installation) by Acme Packet technical personnel are considered Professional Services and will be at the End User's expense.

The following is a list of Tier 1 activities that the End User is responsible for:

- Operate the system on a 24x7 basis and be available for on-call or on-site assistance 24x7.
- Perform system administration, including adds, changes and other updates to the Licensed Software configuration that are recommended by Acme Packet.
- Perform system back up and restore, including creating local system back ups of the Licensed Software on various media as required.
- Monitor system alarms.
- Perform system diagnostics and take corrective action as necessary.
- Be fully capable of using network monitoring test equipment. Provide traces to Acme Packet support personnel when requested.
- Maintain various maintenance logs.
- Troubleshoot system Defects (Equipment and Licensed Software).
- Escalate Defects to Tier 2 as necessary.
- Perform routine maintenance: review system statistics to ensure system performance
- Perform removal and replacement procedures for Equipment subassemblies when required and as specified in Acme Packet user documentation, including Methods of Procedure.
- Follow the RMA process and ship Defective Covered Products to Acme Packet authorized repair center.

3.1.2 Remote Support Access

Acme Packet's technical support engineers are capable of performing a number of system diagnostic routines with the Net-Net Systems via high-speed IP access. Remote troubleshooting is designed to eliminate costly downtime and reduce the repair time.

Acme Packet requires End Users to provide remote Ethernet access to the Net-Net System via the Internet. Without this access, repair times may be extended significantly. The use of a firewall or other appropriate security measures is also recommended and is the End User's responsibility.

3.1.3 Sparing

Acme Packet recommends that the End User obtain a full set of spares applicable to a Net-Net System for each location. Contact your Acme Packet sales representative for a recommended list of spares.

3.2 Acme Packet Responsibilities

3.2.1 Tier 2 and Tier 3 Support at Acme Packet Technical Support Center

Acme Packet's Technical Support Center provides second and third level support to End Users ("Tier 2" and "Tier 3" support). With the Enhanced/Net-Net Blue, Premium/Net-Net Gold and Net-Net White Support Plans, Tier 2 and Tier 3 support is available 24x7, including holidays, and is provided primarily through the use of remote access to the End User's Net-Net systems. Tier 2 and Tier 3 Technical Support is located at the Acme Packet Technical Support Center.

The following are Tier 2 and Tier 3 activities:

- Troubleshoot and isolate all complex Defects as escalated from Tier 1 personnel.
- Provide status updates to Tier 1 for escalated Defects.
- Utilize advanced analysis tools and procedures.
- Analyze log files.
- Assist End User in applying new software releases.
- Escalate to SME and Acme Packet engineering resources for Defect resolution.

4 Product Warranty and Support Plan Coverage

Basic Warranty Service and support services for Covered Products will begin upon system shipment. Acme Packet reserves the right not to renew a Support Plan for any reason. Support Plan terms must be continuous. Loss of term continuity may affect the ability to purchase a Support Plan.

4.1 Expired Coverage

Products not covered under an Acme Packet Support Plan must be qualified by Acme Packet prior to assuming coverage under such plan. The qualification process may include, but is not limited to, inspection, testing, and repair of such products at the End User's expense. The qualification process and the associated charges will be determined on a case-by-case basis.

4.2 Support Plan Renewal

Support Plans automatically renew on an annual basis upon payment no later than thirty (30) days prior to the expiration of the then-current Support Plan term and multi-year plans are available. The initial term will automatically be extended for additional terms of one (1) year unless support services are terminated at the expiration of the initial term or any additional term, by either party upon thirty (30) days prior written notice to the other party. Renewal of the plans(s) shall be subject to Acme Packet approval and receipt of payment. Pricing for Acme Packet's Support Plans is included in the main agreement. Acme Packet reserves the right to modify its prices. Such modifications shall become effective as of the next annual renewal of the applicable Support Plan. Acme Packet shall provide the End User a minimum of thirty days prior written notice of price increases.

4.3 Exclusions

Coverage under the Basic Warranty Service and the Support Plans does not apply if:

- Repair or replacement of a Covered Product is required as a result of causes other than normal use, including without limitation, repair, maintenance, alteration or modification of the Covered Product(s) by persons other than Acme Packet or Acme Packet-authorized personnel; abuse, accident, fault or negligence of the End User, operator error or improper use or misuse of the Covered Product(s); use of the Covered Product in an application or environment or on a platform

or with software or devices for which the Covered Product was not designed or contemplated, or causes external to the Covered Product(s) such as, but not limited to, transportation or fluctuations of humidity or temperature in excess of the specified tolerance levels of the Covered Product(s) or failure of electrical power, or fire or water damage; or any act or omission of any party other than Acme Packet;

- End User does not install corrections or enhancements to the Covered Products that are made available by Acme Packet; or
- The installation site is not maintained in accordance to the Acme Packet installation and site preparation guidelines as set forth in the Product User's Manual.

5 Problem Severity Levels & Response Guidelines

5.1 Overview

The End User initially assigns a severity level to each Defect as it is reported to Acme Packet and using the definition guidelines below, with the final severity level to be mutually agreed upon by the parties. The severity level of the Defect will determine response times and internal escalation rules. Severity level definitions, response criteria and escalation procedures are described below.

5.2 Problem Severity Definitions

Critical Defect

- The system is inoperable, causing a complete loss of service in a production environment. No Workaround or recovery is immediately available.

Major Defect

- A major system function is not operating according to Acme Packet specifications, resulting in a loss of service and no Workaround is immediately available. The use of a feature is restricted but the system is not completely inoperable.
- There is a partial loss of service due to a failed Equipment component.

Minor Defect

- A minor inconvenience occurs but does not significantly impact operation of the system. Some functional restrictions exist, but there is no critical or severe impact on operations.

Inquiries & Cosmetic Issues

- Technical questions regarding Covered Product features, functionality or operation. An anomaly exists that does not impact system operation.

Request for Enhancement (RFE)

- An enhancement that is not available and/or cannot be configured in the existing Licensed Software and, therefore, requires future development at Acme Packet's discretion.

5.3 Response Guidelines

Acme Packet will acknowledge and use commercially reasonable efforts to provide a Fix or a Workaround (as set forth below), if Acme Packet determines that such Workaround would be an adequate response. In the case of a Workaround for a Critical or Major Defect, Acme Packet will use commercially reasonable efforts to provide a permanent Fix within the next release.

CRITICAL

An Acme Packet Technical Support Engineer will use commercially reasonable efforts to acknowledge the reported Defect within 15 minutes. Resources will remain allocated until an emergency Fix or Workaround is developed and available to the End User. The objective will be to provide a Workaround solution until a Fix is available.

The End User will receive, at a minimum, a daily report on the status of the resolution until the End User has resumed normal business activities. More frequent status reviews may be scheduled if required by the End User or situation.

MAJOR
A Major trouble ticket will be acknowledged by Acme Packet within 30 minutes of the reported Defect. If escalation is required, then an engineer will be assigned to the Defect within six hours. The objective will be to provide a Workaround solution as soon as possible with a final solution or Fix as soon as possible after that.

The End User will receive a report on the status of the resolution every one to two days or as deemed necessary. If a Workaround exists and the resolution is to be deferred to the next release of Licensed Software, this will be reported to the End User and no further status reporting on this item will occur unless there are changes to the release schedule.

MINOR
A Minor trouble ticket will be acknowledged by Acme Packet within four hours of the reported Defect. A Minor Defect will be reviewed within ten days, and if a Licensed Software or Equipment Fix is required to resolve the Defect, then the issue will be assessed for inclusion in the next general release.

INQUIRIES & COSMETIC ISSUES
Inquiries and cosmetic issues reported as trouble tickets will be acknowledged by Acme Packet within eight hours of the ticket submittal. Anomalies with the system, such as misspellings, will be reviewed for inclusion in a future release.

RFE
Requests for enhancements will be forwarded to Acme Packet sales and marketing for review. RFEs will be reviewed and discussed with the End User on a periodic basis, as determined by the End User and Acme Packet. Acme Packet shall have no obligation to develop enhancements.

5.4 End User Escalation

The End User and Acme Packet will develop and periodically update an escalation list of management employees responsible for the support of Acme Packet Covered Products. The list will include relevant telephone numbers for each management employee. Use of such list will be subject to compliance with Acme Packet's privacy policies as may be provided to End User.

6 Miscellaneous

6.1 Confidentiality

During the term of Support Services, and for a period of two years thereafter, each party will keep confidential and shall not use for any purpose any information provided to it by the other party, unless the information sought to be disclosed (a) is publicly known at the time of disclosure, (b) is lawfully received from a third party not bound in a confidential relationship with the other party, (c) is published or otherwise made known to the public by the other party, (d) was generated independently by the receiving party, or (e) is required to be disclosed under a court order.

6.2 General

Neither party shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) caused by an event beyond its reasonable control, including but not limited to, wars, riots, labor strikes, natural disasters, the infrastructure of the Internet, or any law, regulation, ordinance or other act or order of any court, government or governmental agency. Acme Packet will provide all Services in a professional manner and consistent with applicable industry standards. This Support Plan may not be assigned by either party without the other party's prior written consent, except for assignments in connection with a merger or the sale of all or substantially all of the assets or stock of such party, which may be made without such consent but upon the assignee's written agreement to be bound by the terms hereof. This Support Plan is the entire agreement between Acme Packet and End User with respect to the support services provided by Acme Packet and supersedes all prior understandings and agreements and shall bind the parties and their successors and permitted assigns. Nothing in this Agreement shall be deemed to constitute either party as the agent, representative or partner of the other party for any purpose. All notices shall be in writing and deemed given when delivered in person, by overnight courier, or by certified or registered mail, postage prepaid, return receipt requested. Each party agrees to comply with all applicable export laws, rules and regulations. Neither party will have any liability for (a) any special, indirect, incidental, consequential or punitive damages or (b) monetary damages of any kind in excess of the amounts paid to Acme Packet hereunder for the Covered Products involved, regardless of the basis of the claim and even if such party has been advised or is aware of the possibility of such damages, provided that these limitations shall not apply to each party's rights under applicable intellectual property laws. This Support Plan will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions.

ACME PACKET, INC.

By: _____ __

Name: _____

Title: _____ _

_____

By: _____

Name: _____

Title: _____

7 Support Plan Summary

Table 1 provides an overall summary of Acme Packet's Basic Warranty Service and Support Plans. Please refer to Section 2 for details about each service provided.

Table 1 – Acme Packet Support Services Summary Chart

	Service Feature	Basic Warranty Service	Standard Service Support Plan*	Net-Net White Service Support Plan	Enhanced Net-Net Blue Service Support Plan	Premium Net-Net Gold Service Support Plan
Information Services	Web Services	Yes	Yes	Yes	Yes	Yes
	On-line Helpdesk	Yes	Yes	Yes	Yes	Yes
Technical Support	Business hour coverage 9am-5pm EST (M-F) excluding Acme Packet holidays	Yes	Yes	Yes	Yes	Yes
	Extended hours of coverage 24 X 7	N/A	N/A	Yes	Yes	Yes
	Critical on-site Technical Support	Refer to price list	Refer to price list	Refer to price list	Yes	Yes
	Response times: Critical – 15 min Major – 30 min Minor – 4 hours	Yes, during business hour coverage period	Yes, during business hour coverage period	Yes	Yes	Yes
Software Services	Software Fixes - Maintenance and Patch Releases	Current Major Release only	Current Major Release only	Current Major Release & one release back, 30 months	Current Major Release & one release back, 30 months	Current Major Release & one release back, 30 months
	Software Subscription Service	N/A	N/A	Yes	Yes	Yes
Equipment Support	30 Day Repair (Return to Factory)	Yes	Yes	N/A	N/A	N/A
	5 Day Advanced Shipment	N/A	N/A	N/A	Yes	N/A
	24 Hour Advanced Shipment	N/A	N/A	N/A	N/A	Yes
Professional Services	Integration & Configuration Support	Refer to Professional Services price list				
	Consulting and Network design	Refer to Professional Services price list				
	Program Management	Refer to Professional Services price list				

Yes = services included; N/A = not available

* Standard Support Plan is available for the first year of new product purchases only.